



TRANSNET FREIGHT RAIL

..... a Division of TRANSNET SOC LIMITED (Registration No. 1990/000900/30)

# **REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER: SAZ/51978** 

GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

**ISSUE DATE** 

**CLOSING DATE** 

**CLOSING TIME** 

19 SEPTEMBER 2012

**09 OCTOBER 2012** 

10H00

Please note that late responses and those delivered or posted to the wrong address will be disqualified.

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## RFQ NUMBER: SAZ/51978

#### GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

#### SCHEDULE OF DOCUMENTS

# Section

- 1. Notice to Bidders
- 2. Project Specification
- 3. Quotation form
- 4. Resolution of Board of Directors (Respondent's Representative)
- 5. Certificate of Acquaintance with RFQ Documents
- 6. Service fees and Costs
- 7. Certificate of attendance of briefing session
- 8. General tender conditions
- 9. Standard terms and conditions of contract

# Annexure

Annexure C - Supplier Declaration Form



# **SECTION 1**

#### RFQ NUMBER: SAZ/51978

#### GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

# NOTICE TO BIDDERS

 Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s)") to supply the above-mentioned requirement(s) to TRANSNET.

On or after 04 July 2012 the RFQ documents may be inspected at, and are obtainable FREE OF CHARGE from the office of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Modderdam Street, Bellville.

Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

Quotations are requested from selected persons, companies, close corporations or enterprises (herein after referred to as the "**Respondent(s)**") to supply the above-mentioned requirement(s) to TRANSNET.

On or after 19 July 2012 the RFQ documents may be inspected at, and are obtainable from the office of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Modderdam Street, Bellville, A non-refundable tender fee of R150, 00 (inclusive of VAT) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account No. 203158598, Branch code 004085. The deposit slip must reflect as reference: **RFQ SAZ/51978** and your company name. Receipt / proof of payment to be presented prior to collection of tender/s (No proof of payment no tender).

**NOTE** 1.1 This amount is not refundable. RFQ documents will only be available until **Thursday 27 September** 2012 at 15h00.

1.2 No RFQ documents will be sold after the deadline indicated above.

2. A formal briefing session be held but should Respondents have specific queries they should email these to the TRANSNET employee(s) indicated below:

Name	:	Tamara Dlamini (021) 940 3831
Division	:	Transnet Freight Rail – Supply Chain Services
Email	:	Tamara.Dlamini@transnet.net



A compulsory Quotation briefing session will be conducted at Salkor Building, in Saldanha on the 28 September 2012, at 11h00 for a period of  $\pm$  1 hour. (**Respondent to provide own transportation and accommodation**).

Respondents failing to attend the compulsory briefing session will be disqualified.

The briefing session will start punctually at 11h00 and Respondents arriving late will not be accommodated.

Site inspection: Viewing of the actual site will be discussed at the Briefing Session.

For specific queries before the closing of the RFQ, the following Transnet Freight Rail's employee(s) may be contacted by email only:

Name : Russel Yon (021) 940 2744 / 083 452 6827

**Transnet Freight Rail** 

Russel.Yon@transnet.net

Division

Email

Quotations must reach the offices of Supply Chain Services, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

: SAZ/51978	
: Garden services	
: 09 October 2012	at 10h00
	: SAZ/51978 : Garden services : 09 October 2012 options paragraph 4

# 3. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1 <u>If posted,</u> the envelope must be addressed to the Secretary, Transnet Freight Rail Acquisition Council, PO Box 2986 Bellville 7535 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2

**If delivered by hand**, the envelope is to be deposited in the Transnet Freight Rail tender box which is located at the main entrance, Foyer of this building at ground Floor between 07:30 and 16:00, Mondays to Fridays and should be addressed as follows:

LOCAL ACQUISITION COUNCIL Transnet Park Ground Floor Modderdam Road BELLVILLE



4.3 <u>If dispatched by courier</u>, the envelope must be addressed as follows and delivered to the Office of The Secretary, Local Acquisition Council and a signature obtained from that Office.

LOCAL ACQUISITION COUNCIL Transnet Park Ground Floor Modderdam Road BELLVILLE

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes. **Tender number and description must be written outside the envelope**.

- 4. Please note that this RFQ closes punctually at 10:00 on Tuesday 09 October 2012.
- 5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
- 6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- 7. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 8. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
- 9. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
- 10. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO TENDER PRICES) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

# BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.



TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies <u>approved</u> by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2010, as from 1 August 2010, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2012 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2010, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2010.

- 12.1 Enterprises will be rated by such Accreditation Agencies based on the following:
  - (a) Large Enterprises (i.e. annual turnover >R35 million):
    - > Rating level based on all 7 (seven) elements of the BBBEE scorecard
    - > Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
  - (b) Qualifying Small Enterprises QSE (i.e. annual turnover >R5 million but <R35 million):
    - Rating based on any 4 (four) of the elements of the BBBEE scorecard
    - > Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
  - (c) <u>Exempted Micro Enterprises EME (i.e. annual turnover <R5m are exempted from being rated</u> <u>or verified)</u>:
    - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
    - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
    - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers
- 12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.
- 12.3 Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.





Turnover: Indicate your company's most recent annual turnover:

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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.
- 12.4 The DTI has created an online **B-BBEE Registry** (http://www.dti.gov.za) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry - Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

12.5 The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:

12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

# 11. COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of this RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Western Region Acquisition Council, at telephone no. 021 940 3831 or fax no. 011 774 9813 on any matter relating to its RFQ response.



#### 12. **RFQ SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives at a location to be agreed.

#### 13. INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding .The following returnable documents must accompany all Quotations:
  - Respondent's latest audited financial statements;
  - Respondent's valid Tax Clearance Certificate.

#### 14. COMPLIANCE

The successful Respondent (hereinafter referred to as the "**Supplier**") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

#### 15. **ADDITIONAL NOTES:**

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

#### FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN A QUOTATION BEING REJECTED



#### 16. **DISCLAIMERS**

Respondents are hereby advised that TRANSNET is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's Service(s) and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that TRANSNET will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

17. Any QUOTATION submitted by a Respondent is subject to review and negotiation of the proposed contract by TRANSNET's Legal Counsel.

NAME OF RESPONDENT	
PHYSICAL ADDRESS	
Respondent's contact person:	Name
	Designation
	Telephone
	Cellphone
	Facsimile
	Email



## TRANSNET urges its clients, suppliers and the general public to report any fraud or corruption on the part of TRANSNET's employees to

#### TIP-OFFS ANONYMOUS: 0800 003 056

#### SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A** "**INTOXICATION**" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

Respondent's Signature



# **SECTION 2**

## RFQ NUMBER: SAZ/51978

#### GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

# PART A

#### 1. Scope of work

The contract is for a period 12 months, where the gardens mentioned will be maintained. This work is to be done in the geographical area controlled by the Real Estate Manager, Cape Town. The extent that vegetation treated chemically or mechanically or otherwise in terms of this contract is kept under control as defined, for the period specified.

#### 2. Site location

The site is as per, SALDANHA plan no: SAZ0015m (A & B

#### 3. Time to complete the work

Each work period is done in fortnightly periods; here it is required of the contractor to have a **minimum of five (5) workers in his team.** The number of days in each work period will be predetermined prior to work commencing. The desired is that the maintenance process should be done as quickly as possible and also as efficiently as possible. We would require that the work process / maintenance be done with the minimum of distraction and disruption to the on-going business operation of Transnet.

The contractor shall be required to complete the work in this period, as given. This period excludes weekends, public holidays and statutory holiday periods.

# 4 Penalties

Penalties do not exist in this contract. However the attention of the contractor is drawn to clause 27 of the general specification. This percentage will be agreed upon with the contractor. Failure to render the service to which the contractor is contracted for any period agreed to in the Schedule of Rates and Prices, could lead to the cancellation of the contract.

#### 5. Site Records

#### Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been



delivered, material that has been loaded and disposed off, incidences that have occurred, what work is to be done on that day, etc.

#### 6 Site Instruction

The Contractor shall provide a site instruction book, in triplicate for the Project Manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager and the contractor in the aforesaid book.

#### 7. Programme & Planning of the work

The contractor shall provide to the manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Spoornet TRANSNET with minor disruptions as no delays must be allowed in this regard.

The programme must be agreed to (in the site instruction book) before any work will be allowed to commence. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

#### 8. Access to site

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

#### 9. Materials found on site

The Contractor shall not use on the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site (other then that from this contract) or on TRANSNET's property may be removed (even if deemed as scrap) by the contractor.

#### 10. Clearing of site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager. The above mentioned rubbish and plant material etc. shall be removed on the same day and not be stored for a later date.

#### 11. Working outside normal working hours

Working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 96 hours before such work needs to be undertaken. TRANSNET FREIGHT RAIL Spoornet will not unreasonably withhold permission; however the Contractor may have to pay for TRANSNET's supervisory personnel.

#### 12. Escalation (WHERE APPLICABLE)



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The tenderer must give the percentage to be made at the end of the first 12 months. Failing to give a percentage it would be deemed that the contractor is not intending to increase the monthly amount for balance of the contract.

#### 13. <u>Retention (WHERE APPLICABLE)</u>

An amount of 10% of the amount charged for the initial clean – up will be kept as retention money. This retention is held for a period of 3 months to see that the treatment of herbicide has been successful. Failure of the herbicide will require the contractor to do remedial work within 3 weeks of been given written notice by the project manager.



#### RFQ NUMBER: SAZ/51978

#### GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

#### <u>PART B</u>

#### PROJECT SPECIFICATION

#### 1. <u>CLEANING AND CLEARING:</u>

The contractor will supply the material, labour, transport, consumable stores and ingredients of any description, which may be necessary for the proper completion of the contract, work in accordance with the specifications as follows:

# PART C 1- REFURBISHMENT OF EXISTING LAWN AREA / GARDEN

Here the contractor is required to make a new garden. The soil has to be prepared by loosening and removing roots and stones from area. Compost and superphosfate has to be added to soil and worked through. Once the soil has been levelled the lawn may be laid.

The area to be shown out by the Project Manager and the final shape of the lawn will be discussed.

#### REQUIREMENTS FOR REFURBISHMENT

Kikuyu lawn (roll on lawn) Kraggroie – compost Superphosfate

#### PART C 2- INITIAL CLEAN UP

This section allows for the contractor to clear up all overgrown areas by felling of trees and bushes. Here trees have to be removed / felled below ground level, provided that the stump is treated with herbicide and the ground is levelled. All tree stumps and branches are to be removed to a municipal dumping site.

#### PART C 3- MONTHLY MAINTENANCE

#### MAINTENANCE

#### LAWN / GARDEN – TWICE PER MONTH (GREEN AREA)

Here the frequency is to be once in the second week of the month and once in the fourth week of the month.





On each maintenance period the contractor is required to cut lawns as per normal, here no herbicide use is permitted. Lawn edges to be trimmed and flower beds to be cleaned of all weeds. Please follow the instructions as per the MONTHLY CLEAN UP

#### OPEN AREAS – ONCE PER MONTH (ORANGE AREA)

This is rough areas that have to be kept fire safe and weed free. These areas include municipal boundaries and storage yards.

#### General Specification

LAWN AND OPEN GRASSED AREAS

- 1. Each lawn area to be cut with lawn mower and is to be kept clean and maintained to the maximum growth length 50mm
- 2. Cut long grass in open areas other than lawns with brush cutter and maintain a maximum height of 75mm.
- 3. Cut inaccessible areas with weed-eaters and cut lawn with lawn mowers.
- 4. The edges of the lawn at all the garden areas must be cut with brush cutter and cleaned.
- 5. Surface roots must be removed when spotted.
- 6. Eradicate thorn bushes completely with stem and roots at all grass cutting areas and spray with weed-killer as and when required.
- 7. Eradicate weeds from lawns by means of hand pulling or with herbicide, the type and brand of herbicide to be discussed with Project Manager before commencement.
- 8. Eradication of moles is the responsibility of the contractor and allowance must be made to remove physically or placement of bait to be applied in the event that mole heaps appear. Mole heaps are to be flattened on each maintenance period. Other methods have to be discussed with Project Manager.
- 9. Feeding of lawns and fertilising of beds has to be allowed for, purchasing of Kraggroie (3 bags per month). The contractor has to make allowance in his tender price for these purchases. Tax invoices for the purchase must be submitted with the monthly contract tax invoice.
- 10. Lawns must be irrigated after each cut, contractor to supply own hoses, connections and sprinklers.

TREES AND SHRUBS

- 11. Cut all alien trees with power or bow saws +150mm below the ground. The stumps should immediately be treated with the relevant registered herbicide (e.g. garlon and diesel at 2% solution or a similar product assuring the same control). The newly treated tree stumps must remain open for approximately 14 days to allow for the herbicide to take effect. Above-mentioned herbicide must be mixed with colouring and applied with paintbrush to ensure the stumps are treated. Remove all small alien trees the same as above.
- 12. Cut back the growth of all large trees to a height of 2 metres from ground level to allow a clearance and allow visibility at all times.
- 13. Cut back the growth of all large trees from buildings to allow a clearance of 1500mm where ever possible. This is done to prevent damage to windows, facia boards and barge boards.
- 14. Shrubs must be shaped as and when required and be kept tidy at all times. Where possible allow a height of 600mm from ground level before allowing formation of bushing.
- 15. Clean around shrubs and decorative trees and trim edges.
- 16. Prune and clean around / between all shrubs and remove all dead shrubs.
- 17. Limbs of large trees breaking during the contract period are to be cut up and removed from site.

#### FLOWER BEDS

18. Flower beds have to be kept weed free and the soil must be tilled on a monthly basis. Irrigation is to be done on each clean up.





- 19. Compost / Kraggroie must be added to beds on a request basis. (Quarterly)
- 20. Edge trimming must be done on cutting of lawns. Here the edges may not be cut by means of using a spade, the use of weed eater is recommended.
- 21. SITE CLEARING
- 22. The removal of all garden refuse after each cutting of lawn or clearing of beds has to be removed immediately from site. No bags of cuttings or refuse are to be left on site.
- 23. The removal of tumble weeds entering Transnet property by means of being blown by the wind, on a as and when required basis.
- 24. All rubbish, paper, bottles and tins after each clean up to be done by Contractor and disposed of at a recognised dumping site. (No dumping on Transnet Property will be allowed). This refuse is not to be put in municipal refuse bins. This rubbish must be removed on the end of the work day and not be left on Transnet ground.
- 25. Cost of dumping at the municipal dumping site must be included in the rates.
- 26. The contactor is to provide suitably trained staff to handle herbicides.

#### INSPECTIONS

- 27. Three (3) days' notice must be given to the representative of TRANSNET to inspect site for a completion certificate to be issued. Inspections to be conducted with the project manager on pre-arranged periods, these inspections should be on the last day of work.
- 28. In the event where the full clean-up was not done for the period specified, the TRANSNET representative will work out the percentage of work done and provide the contractor with the percentage to be claimed for the period.

GENERAL

FISH POND

29. The contractor is required to clean the fish pond on request; this cleaning process will be done under auspices of the project manager. In the first month of the contract the contractor is to empty the pond and remove the sludge, Replacing of 70% of the water to be done every second month. Supply 1 kilogram of Koi pellets per month, this is to be handed over to the civil supervisor to do the feeding. All litter is to be skimmed off and removed to a municipal dump site.

# SWEEPING OF PARKING BAYS

30. Sweeping of undercover, open parking and paved area adjacent to and around the main office block to be done every fortnight, this must coincide with the fortnightly lawn cutting. Sweeping should as far as possible be done after 16H. 00 once the motor vehicles have left the undercover, open parking and paved area.

# SWEEPING OF PARKING GARAGES

31. Sweeping the garages at the main office block to be done every fortnight, this must coincide with the fortnightly lawn cutting. Sweeping should as far as possible be done after 16H: 00 once the motor vehicles have left the garages.

#### BUILDING RELATED PROBLEMS

32. In the event that problems arise on site please contact Mr. Eric Van Der Poll on telephone number 022 7033 352 or cellular telephone 083 406 6283.

# PART C 4 - AS AND WHEN REQUIRED





Here an amount of money is made available for any incidental cost which may occur which is not covered by the contract as specified. In this case R25000.00 for the contract period.

#### PART C 5 – REPAIRS TO SPRINKLER SYSTEM

Repair required to the sprinkler system at the main building at Salkor Offices. To be shown out at the site briefing. Amount may be claimed after acceptance of work by the project manager.

#### 2 REMOVAL OF ALIEN VEGETATION AND POISONING OF WEEDS.

Alien vegetation or declared/noxious weeds or weeds, as mentioned in clause 1 above, in the area required to be maintained by the contractor shall be treated as abnormal maintenance and removed.

#### 2.1 A METHODS TO BE QUOTED ON ARE:

- Mechanical control
- Chemical control
- Both mechanical and chemical control

#### 2.1 B PLANT AND EQUIPMENT

An inspection of the successful contender's plant and equipment will be done prior to the awarding of the contract.

Description	Available	$\sim$	To be purchased	
	C	<b>U</b>		

#### 2.1 C STORAGE FACILITY

A storage area will be made available to the contractor where possible; this storage will be for the equipment of the contractor. No fuel will be permitted in this storage area, this includes diesel, petrol and zoom.

#### 2.2 HERBICIDE APPLICATION

Herbicide may only be used in conjunction and discussion with the project manager.

#### **Compliance with statutes**

The contractors' procedures for the procurement, storage, handling, transporting and application and general use of chemicals shall comply with all applicable Legislation Codes of Practice the Local, Regional or Provincial Authorities, including but not restricted to:

- The Fertilizers, Farm Feeds, Agricultural Remedies and Stocks remedies Act (Act 36 of 1947) as amended.
- The Hazardous substance Act (Act 15 of 1973).



- The Environmental Conservation Act (Act 73 of 1989).
- Any other relevant legislation.

Tenderers shall submit alternatives to the method of weed control as well as materials and method, which the contractor proposed to use, programs and TRANSNET recourses for the contract.

Tenders must supply a list of registered products, which they intend using, supported by specimen labels, indicating:

- Trade Name
- Generic Name
- Registration Number
- Ingredients (type and content) as shown on label
- Application Rates
- A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his representative is a pest control operator in terms of Act 36 of 1947

Approval for the use of other herbicides must first be obtained in writing from a qualified Transnet representative. The contractor shall be held responsible for any damage to Transnet and adjoining property caused by his actions.

The Project Manager may at any time after the first inspections order the contractor to carry our remedial action within in three (3) weeks failing which the Project Manager may arrange for such action to be carried out by others at the cost of the contractor.

#### STAFF COMPLIMENT

#### TRAINED PERSONNEL

It is required from the contractor to have his own trained personnel. Here we are asking that any person being employed by the contractor has previously being exposed to the equipment or plant required to operate and function as a working member of staff.

Special attention is placed on the operator of chain saws. This person has to be trained and have previous experience to operate a chain saw. Full PPE (personal protection equipment) must be used at all times. Focus is placed especially on the chain saw operator's trouser.

# 2.2 B INCOMPETENT EMPLOYEES

Any person employed by the contractor on the Works who is, in the opinion of the Project Manager incompetent, or who may act in such an improper manner, may be discharge from the works by the Project Manager and such a person shall not again be employed on the works without the permission of the Project Manager.

#### 3. DRAWINGS / PLANS

#### The site is as per, SALDANHA SAZ0015m (A & B)

The site plans is to scale and the area on each is closest to the correct volume, this measure is in Hectares and may be used to calculate the costs as set-out in the schedule of rates.



#### 1. EXECUTIVE OVERVIEW

The selected service provider(s) will share in the mission and business objectives of TRANSNET. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, TRANSNET and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow TRANSNET to reach higher levels of quality, service and profitability.

Specifically, TRANSNET seeks to benefit from this partnership in the following ways:

- TRANSNET must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- TRANSNET must achieve appropriate availability that meets user needs while reducing costs for both TRANSNET and the chosen Supplier(s).
- TRANSNET must receive proactive improvements from the Supplier with respect to the provision of Services and related processes.
- TRANSNET's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- TRANSNET end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- TRANSNET must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

# 2. GENERAL INFORMATION

It is required that all TRANSNET operating divisions will be included in the scope of this Quotation.

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

#### 3. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 of the General Tender Conditions Form CSS5 (revised August 2008). The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder <u>only if TRANSNET is requested by the Respondent to effect payment overseas direct to the Respondent's principal/Supplier.</u>



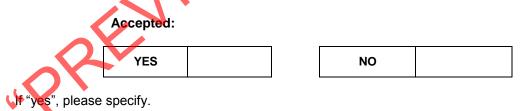
#### 4. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter. Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.



# 5. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of TRANSNET to reduce the overall cost of transportation within South Africa during the duration of the contract.



Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Quotation if there is insufficient space available.

6.





RISK	
Respondents must elaborate on the control measures put in plac risk to TRANSNET, pertaining to potential non-performance by a S	
(i) quality of the Service(s) provided:	$\mathbf{O}^{\mathbf{V}}$
(ii) continuity of provision of the Service(s):	
(iii) compliance with the Occupational Health and Safety Act, 85 of	1993



#### 7. REFERENCES

Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Nature of work & period	Telephone number	Contact Person
			<b>P</b> '
		N	

#### 8. EVALUATION CRITERIA

TRANSNET will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing (fees) Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value TRANSNET's business
- An explicit commitment to continuous improvement initiatives
- Compliance Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- BBBEE status of company
- Letter of Good Standing Compensation Commissioner



#### **RFQ NUMBER: SAZ/51978**

#### GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

l/We	
	(name of company, close corporation or partnership)
	of (full address)
carryir	ng on business under style or title of
repres	ented by
in my o	capacity as
case r supply	duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the nay be, dated a certified copy of which is annexed hereto, hereby offer to the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set in the accompanying letter(s) reference and dated (if any) and the documents listed in the accompanying schedule of RFQ documents.
I/We a	agree to be bound by those conditions in TRANSNET's :
(	(i) Standard Terms and Conditions of Contract, Form No. US7 - Services (revised August 2008);
	(ii) General Tender Conditions, Form CSS5 – Services (revised August 2008); and
	any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless TRANSNET should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence), together with TRANSNET's acceptance thereof shall constitute a binding contract between TRANSNET and me/us.



Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, shall constitute a binding contract between TRANSNET and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

penalty clause to be negotiated with TRANSNET, which will allow TRANSNET to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The domicillium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate domicillium citandi et executandi hereunder:

# NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, deliverables, guality, BBBEE status or for any other reason. VALIDITY PERIOD

TRANSNET desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until (State alternative validity period/date).

Respondent's Signature



#### TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

#### TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indica	ate tax clearance certificate expiry date:		_	
BAN	KING DETAILS			
	BANK:			
	BRANCH NAME / CODE:			
	ACCOUNT HOLDER:			
	ACCOUNT NUMBER:		-	
NAM	IE(S) AND ADDRESS / ADDRESSES OF	DIRECTOR(S) OR MEMB	ER(S)	
	Respondent must disclose hereunder th pany or close corporation (C.C.) on whose			s of the
(i)	Registration number of company / C.C			
(ii)	Registered name of company / C.C.			
(iii)	Full name(s) of director/member(s)	Address/Addresses	ID Number/s	
	(			
	•			

#### **REGISTRATION CERTIFICATE**

Respondents must submit a certified copy of their company's Registration Certificate with their Quotation.



#### NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services (revised August 2008).

Name	<u></u>
Address	
Auuress	

#### CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Service(s), which is either directly or indirectly related to TRANSNET's business, written approval to divulge such information will have to be obtained from TRANSNET.

#### **DISCLOSURE OF PRICES TENDERED**

Respondents must indicate here whether TRANSNET may disclose their tendered prices and conditions to other Respondents:

	YES	NO
	2	
4	$\langle \rangle$	



#### DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the TRANSNET Group:

	YES			NO		
FULL NA	ease indicate be ME OF OWNER R/SHAREHOLD	R/MEMBER/DIRE	CTOR/			ADDRESS
Indicate r	nature of relation	ship (if any):				U
					0	
(Failure to	o furnish comple	te and accurate	nformatio	on in this regard ma	y lead to the disqu	alification of a response and may preclude

(Failure to furnish complete and accurate information in thi a Respondent from future business with TRANSNET)

#### **PRICE REVIEW**

The successful Respondent(s) will be obliged to submit to an annual price review. TRANSNET will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at TRANSNET's discretion or the particular Service(s) purchased outside the contract.

# RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	√
Project Specification – Section 2	✓
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) - Section 4	✓
Certificate of Acquaintance with RFQ Documents – Section 5	✓
Service fees and costs – Section 6	$\checkmark$
Audited Financials for previous year	$\checkmark$
Valid Tax Clearance Certificate	$\checkmark$
VAT Registration Certificate	$\checkmark$
BBBEE Accreditation Certificate	✓
Certificate of attendance of RFQ Briefing – Section 7	✓
Letter of Good Standing from the Compensation Commissioner	✓



NOTE: Sections 1, 2, 3, 4, 5, 6, 7, , and 8, as indicated in the footer of each page, must be signed and dated by the Respondent.

By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at	_ this	day of	2012.
SIGNATURE OF WITNESSES:		ADDRESS OF WI	INESSES
1	1		
2	2.		
	CO		
SIGNATURE OF RESPONDENT'S AUTHORISED RE	PRESENTATIVE:		
	NAME:		
	DESIGNATION:		



# **SECTION 4**

# RFQ NUMBER: SAZ/51978

#### GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

SIGNING POWER	: RESOLUTION OF BOAR	D OF DIRECTORS
Name of Company		
It was resolved at a meeting of the Boar	rd of Directors held on	that
FULL NAME(S)	CAPACITY	SIGNATURE
	N	
in his/her capacity as indicated above		ter into, sign, execute and complete an
documents relating to Tenders, Quotation		
FULL NAME		SIGNATURE CHAIRMAN
FULL NAME		
		SIGNATURE SECRETARY



# RFQ NUMBER: SAZ/51978

# GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

	CERTIFICATE OF	ACQUAINTANCE WITH RFQ DOCUMENTS
	NAME OF COMPANY: _	
/We		d

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at	on this	day of	2012.
WITNESS :			
		SIGNATURE OF RESPONDE	NT





# RFQ NUMBER: SAZ/51978

# GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

# RFQ NUMBER: SAZ/51978

# GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

Part C 1

SCHEDULE OF RATES AND QUANTITIES				
REFURBISH LAWN AREA / GARDEN	UNIT	QUANTITY	RATE	AMOUNT
Kikuyu lawn (roll on lawn)	Metre square	205		
Kraggroie – compost 50 kg bag	each	4		
Superphosfate 25 kg	each	1		
Labour for planting of lawn and shrubs	Fixed	Once off		
TOTAL TO BE CARRIED FORWARD TO THE SUMMARY BELOW				
THIS AMOUNT MAY BE CLAIMED AS SOON AS WORK IS COMPLETED TOTAL				

Part C 2

SCHEDULE OF RATES AND QUANTITIES				
INITITIAL CLEAN UP	UNIT	QUANTITY	RATE	AMOUNT
Pre-cast Yard – DEPOT	Sq M	457		
Pre-cast Yard – OUTSIDE OF DEPOT	Sq M	325		
Salkor Yard - DEPOT A AREA	Sq M	1175		
Salkor Yard - SALKOR AREA	Sq M	2057		
TOTAL TO BE CARRIED FORWARD TO THE SUMMARY BELOW				
THIS AMOUNT MAY BE CLAIMED AS SOON AS WORK IS COMPLETED TOTAL				



#### RFQ NUMBER: SAZ/51978

#### GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

Part C 3				
SCHEDULE OF RATES AND QUANTITIES				
MONTHLY MAINTENANCE	UNIT	QUANTITY	RATE	AMOUNT
Pre-cast Yard – once monthly (orange area)	Sq M	11674,7		
Pre-cast Yard – twice monthly (green area)	Sq M	892,6		
Salkor Yard - once monthly (orange area)	Sq M	13970,3		
Salkor Yard – twice monthly (green area)	Sq M	13794,5		
TOTAL TO BE CARRIED FORWARD TO THE SUMMARY BELOW TOTAL				
THIS AMOUNT MAY BE CLAIMED MONTHLY IN ARREARS				

# SUMMARY OF PRICES FROM SCHEDULES

SUMMARY OF PRICES FROM SCHEDULES	AMOUNT
PART CI - REFURBISHMENT OF LAWN / GARDEN	
PART C2 - INITIAL CLAN UP	
PART C3 - MONTHLY MAINTENANCE	
PART C4 – AS AND WHEN REQUIRED – an amount of R25 000.00 per contract period	
PART C5 – REPAIRS TO SPRINKLER SYSTEM	
TOTAL TO BE CARRIED FORWARD SECTION 6	

Price in Words:

(Excluding VAT)



# RFQ NUMBER: SAZ/51978

GARDEN SERVICES AT SALKOR BUILDING AND PR MONTHS (	
CERTIFICATE OF ATTENDAM	NCE OF BRIEFING SESSION
It is hereby certified that -	
1	2
2.	
Representative(s) of	ייייי אר
attended the briefing session in respect of the proposed S 2012.	ervice(s) to be rendered in terms of this RFQ on
TRANSNET REPRESENTATIVE	RESPONDENT'S REPRESENTATIVE
DATE:	DATE:



# RFQ NUMBER: SAZ/51978

GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

**GENERAL TENDER CONDITIONS - SERVICES** 

Refer Form CSS5 - Copy available on request

"It is the responsibility of the Tenderer to ensure they are familiar with Form CSS5."



# RFQ NUMBER: SAZ/51978

GARDEN SERVICES AT SALKOR BUILDING AND PRECAST YARD IN SALDANHA FOR A PERIOD OF 12 MONTHS (1 YEAR).

# STANDARD TERMS AND CONDITIONS OF CONTRACT

# FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 - Copy available on request.

"It is the responsibility of the Tenderer to ensure they are familiar with Form US7."

Respondents should note the obligations as set out in Clause 19 of the General Tender Conditions (Section 7) which reads as follows:

"The supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 -Services). Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."